

000569

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER 102
(FOR AUDITOR'S USE)
07/08

TO: CITY ATTORNEY 2. FROM (ORIGINATING DEPARTMENT): POLICE DEPARTMENT 3. DATE: March 26, 2008

4. SUBJECT: Memorandum of Agreement Between SDPD And The National Insurance Crime Bureau (NICB)

5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) Sgt. Greg Sloan 531-5720 MS 787 6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) Linda Peter 533-6292 MS 700 7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED ☒

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND	DEPT.	ORGANIZATION	OBJECT ACCOUNT	JOB ORDER	C.I.P. NUMBER	AMOUNT	9. ADDITIONAL INFORMATION / ESTIMATED COST:
							The National Insurance Crime Bureau, a member of the Regional Auto Theft Task Force, wishes to provide a "Buy Fund" (not to exceed \$15,000 per year) for SDPD Investigators to use to purchase stolen vehicles as part of their auto theft investigations. This MOA formalizes this arrangement.

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	W. M. Hernandez	4/9/08	8	CHIEF OPERATING OFFICER	[Signature]	5/19/08
2	ENVIRONMENTAL ANALYSIS	Allison Sherwood	4/16/08	9	ORIGINATING DEPARTMENT	[Signature]	6/16/08
3	EOCP	Ben Rungt	4/21/08	10	CITY ATTORNEY	[Signature]	6-17-08
4	LIAISON OFFICE	[Signature]	4/29/08				
5	FINANCIAL MGMT	[Signature]	5/1/08				
6	AUDITOR	Christopher Russell	5/21/08				
7	DEPUTY CHIEF OPERATING OFFICER	[Signature]	6/9/08				

DOCKET COORD: SC COUNCIL LIAISON: SC 6/24/08

COUNCIL PRESIDENT ☒ SPOB ☒ CONSENT ☐ ADOPTION ☐ REFER TO: COUNCIL DATE: 7/8/08

11. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☒ AGREEMENT(S) ☐ DEED(S)

1. Authorize the Chief of Police, on behalf of the Mayor, to enter into an MOU with the National Crime Insurance Bureau (NCIB).
2. Authorize the City Comptroller to establish a special fund for the purpose of tracking the grant funds from NCIB. Authorize the City Comptroller to accept, appropriate and expend the subject funds.
3. Authorize the Chief of Police to administer and operate this program.

11A. STAFF RECOMMENDATIONS: AUTHORIZE THE ACTIONS IN BOX 11.

12. SPECIAL CONDITIONS:

COUNCIL DISTRICT(S): ALL

COMMUNITY AREA(S): ALL

ENVIRONMENTAL IMPACT: This activity is not a "project" and therefore is exempt from CEQA pursuant to the state guidelines section 15060 (c) (3).

HOUSING IMPACT: NONE

OTHER ISSUES: PLEASE SEND A COPY OF THE FINALIZED RESOLUTION TO DONNA WARLICK, MS.704A

This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

EXECUTIVE SUMMARY SHEET
CITY OF SAN DIEGO

DATE ISSUED: March 26, 2008 REPORT NO:
ATTENTION: CITY COUNCIL
ORIGINATING DEPARTMENT: POLICE DEPARTMENT
SUBJECT: MEMORANDUM OF AGREEMENT BETWEEN THE
SAN DIEGO POLICE DEPARTMENT AND THE
NATIONAL INSURANCE CRIME BUREAU
COUNCIL DISTRICT(S): ALL
CONTACT/PHONE NUMBER: Linda Peter (531-6292/Sgt. Greg Sloan (531-5720)

REQUESTED ACTION:

1. Authorize the Chief of Police, on behalf of the Mayor, to enter into an MOU with the National Crime Insurance Bureau.
2. Authorize the City Comptroller to establish a special fund for the purpose of tracking the grant funds from NICB. Authorize the City Comptroller to accept, appropriate and expend the subject funds.
3. Authorize the Chief of Police to administer and operate this program.

STAFF RECOMMENDATION: Authorize the requested actions.

EXECUTIVE SUMMARY:

SDPD and the National Insurance Crime Bureau (NICB) have worked collaboratively on numerous auto theft investigations. Recently, a San Diego Police Department Confidential Informant (CI) was approached by a suspect claiming to have ten stolen high-end vehicles for sale. The vehicles were stored at an unknown location while awaiting sale to unscrupulous buyers. SDPD confirmed the identity and outstanding stolen status of a Cadillac Escalade based on information provided by the CI.

NICB proposed to provide \$5,000 for SDPD to effect a purchase as part of the investigation. However, time and administrative constraints prevented SDPD from accepting the funds, and the suspect disposed of the vehicles.

The original limited focus of this case has since evolved into a plan for a "Buy Fund" to be provided by NICB for use by SDPD Auto Theft Detectives when they receive information regarding availability for sale of stolen vehicles. The availability of the "Buy Fund" will assist in the identification and prosecution of associates of the original target who are professional/career criminals involved in auto theft and the sale of stolen vehicles.

Based on the repeated success of "storefront" operations conducted jointly within San Diego County, it is anticipated there will be a significant number of suspects identified once these funds are available. The availability of funds to purchase stolen vehicles when the opportunity arises will help preserve the value of the vehicles, as they will be in law enforcement custody shortly after the theft, and less likely to be damaged or stripped. Additionally, the timely purchase of

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stolen vehicles will assist in the successful prosecution of the suspects, based on the proximity of the sale relative to the time of theft.

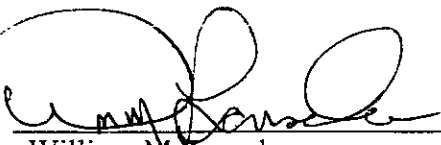
EEO: This agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, Section 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517)

FISCAL CONSIDERATIONS: Approval of this MOA will result in no additional direct costs to the City or SDPD. There is no requirement for matching funds, nor to continue program operations or expenditures if funding is discontinued by NICB.

PREVIOUS COUNCIL and/or COMMITTEE ACTION: NA

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: NA

KEY STAKEHOLDERS AND PROJECTED IMPACTS: Potential reduction in thefts of high-end automobiles may result in positive fiscal results for various dealers, businesses and individuals.



William M. Lansdowne
Chief of Police
Originating Department



Jill Olen
Deputy Chief Operating Officer
Public Safety/Homeland Security

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

WHEREAS, the National Insurance Crime Bureau [NICB] is the nation's leading not-for-profit organization dedicated exclusively to preventing, detecting, and defeating insurance fraud and vehicle theft through information analysis, investigations, training, and public awareness; and

WHEREAS, the NICB wishes to provide a grant to the San Diego Police Department for the purpose of investigating vehicle thefts, recovering stolen vehicles, and related activities;

NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee, including the Chief of Police, be and is hereby authorized and empowered, for and on behalf of the City of San Diego, to enter into an agreement with and to accept funds from NICB for the purposes set forth in the agreement, on file with the City Clerk's Office as Document No. RR-_____.

BE IT FURTHER RESOLVED, that this authority includes the execution of all aspects of fund and program operation, including any amendments, extensions, augmentations, or renewals of funding from the NICB, for a period of up to five years, so long as there are no material changes to the scope and effort of the grant activities.

BE IT FURTHER RESOLVED, that the Auditor and Comptroller is authorized to accept, appropriate and expend an amount not to exceed \$15,000 per year for up to five years in grant funds if grant funding is secured.

BE IT FURTHER RESOLVED, that the City shall comply with all applicable statutory and regulatory requirements.

BE IT FURTHER RESOLVED, that any resources received hereunder shall be used to supplement and not to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED, that this agreement is subject to the City's Equal Opportunity Contracting (San Diego Ordinance No. 18173, San Diego Municipal Code Sections 22.2701 through 22.2702) and Non-Discrimination in Contracting Ordinance (San Diego Municipal Code Sections 22.3501 through 22.3517).

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Linda L. Peter
Linda L. Peter
Deputy City Attorney

LLP:ar
04/14/08
Or.Dept:Police
R-2008-903
MMS# 40

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

MEMORANDUM OF AGREEMENT
BETWEEN THE
CITY OF SAN DIEGO POLICE DEPARTMENT
AND THE NATIONAL INSURANCE CRIME BUREAU
TO ACCEPT GRANT FUNDS
FOR DESIGNATED AUTO THEFT OPERATIONS

This Agreement entered into the 9th day of June, 2008, between the City of San Diego Police Department, herein called "SDPD," and the National Insurance Crime Bureau, herein called "NICB," a non-profit organization, whose address is 1111 E. Touhy Ave. Suite 400 Des Plaines, IL 60018, is made with reference to the following:

WHEREAS, the NICB is the nation's leading not-for-profit organization dedicated exclusively to preventing, detecting, and defeating insurance fraud and vehicle theft through information analysis, investigations, training, and public awareness.

WHEREAS, SDPD's Auto Theft Unit wishes to purchase stolen vehicles to identify "series" criminals, but lacks the fiscal resources to support such auto theft operations.

WHEREAS, the NICB is offering a grant to SDPD for the purpose of purchasing stolen vehicles and SDPD wishes to accept the grant on condition any unused funds are returned to NICB upon termination of this Agreement.

WHEREAS, the NICB grant funding shall not exceed \$15,000 per year, unless mutually agreed to by the parties in writing.

I. Term of Agreement. This Agreement shall be effective on the date it is executed by the parties, and it shall be effective for one year.

II. Obligations of the Parties.

A. SDPD. SDPD agrees to accept grant funds on condition they are used to purchase stolen vehicles. SDPD's Fiscal Management Unit shall establish a special account for the sole purpose of tracking funds related to this grant. Prior to withdrawing funds from the special account, the Auto Theft Unit shall draft an operations plan, including projected targets and funds to be expended. The plan shall be approved by the Auto Theft Captain prior to implementation. Fiscal Management shall disburse funds to an Auto Theft Supervisor for use in the approved operation. At the conclusion of the operation, any unused funds shall be returned to Fiscal Management for deposit into the special account. The Fiscal Management Unit shall track all deposits and expenditures related to this grant, including accounting for funds related to individual auto theft operations. At the conclusion of each NICB-funded operation, the Auto Theft Supervisor will prepare a report and furnish it to the Auto Theft Captain, accounting for all expenditures related to that operation. A copy of the report accounting for the expenditures shall also be provided to NICB. So as not to jeopardize any criminal investigation, any reporting to NICB shall not disclose any information that is not otherwise public information. Pursuant to

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Government Code section 6254(f)(1), limited disclosures related to arrests may be made including:

1. Arrestee's full name and occupation;
2. Person's physical description, including dob; color of eyes and hair; sex; height and weight;
3. Time and date of arrest;
4. Time and date of booking;
5. Location of arrest (but not residence address of a victim of a sex crime);
6. Factual circumstances surrounding the arrest;
7. Amount of bail set;
8. Time and manner of release or location where individual is currently being held;
9. All charges the person is being held upon, including any outstanding warrants from other jurisdictions and parole or probations holds.

B. NICB. NICB agrees to fund auto theft operations pursuant to this Agreement, in an amount not to exceed \$15,000 per year, unless mutually agreed to by the parties in writing. Upon execution of this Agreement, NICB shall initially fund the special account with \$5,000. NICB shall continue to fund the special account on an on-going basis as funds are expended, on condition SDPD reports on NICB-funded auto theft operations, as described in part II. A above.

III. SCOPE OF AGREEMENT; LIABILITY; INDEMNIFICATION

A. Compliance with Laws. Nothing in this Agreement is intended to supercede any federal, state, or local law or regulation. In the event of a conflict between a condition in this Agreement and a federal, state, or local law or regulation, the existing law or regulation controls.

B. Status of Parties. The parties acknowledge that this Agreement is by and between two independent agents and is not intended to nor shall it be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The management, direction, and supervision of SDPD's personnel covered by this MOU are solely under the authority of SDPD. Furthermore, the selection, planning, and execution of the auto theft projects covered by this MOU shall be at the sole discretion of SDPD, with NICB's role limited to the funding of particular auto theft projects.

C. Claims Arising from Sole Acts of Omissions of NICB. NICB hereby agrees to defend and indemnify the City of San Diego, its agents, officers, and employees from any claim, action, or proceeding against City or any individual officers, where the claim or complaint alleges liability arising solely out of the acts or omissions of NICB in the performance of this Agreement. At its sole discretion, City may participate at its own expenses in the defense of any claim, action, or proceeding, but such participation shall not relieve NICB of any obligation imposed by this Agreement. City shall notify NICB promptly of any claim, action, or proceeding and cooperate fully in the defense.

D. Claims Arising from Sole Acts of Omissions of City. City hereby agrees to defend and indemnify the NICB, its agents, officers, and employees from any claim, action, or

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proceeding against NICB or any individual officers, where the claim or complaint alleges liability arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, NICB may participate at its own expenses in the defense of any claim, action, or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. NICB shall notify City promptly of any claim, action, or proceeding and cooperate fully in the defense.

E. Claims Arising From Concurrent Acts or Omissions. NICB hereby agrees to defend itself, and City hereby agrees to defend itself from any claim, action, or proceeding where the claim or complaint alleges liability arising out of the concurrent acts or omissions of NICB and City. In such cases, NICB and City agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in subparagraph G below.

F. Joint Defense. Notwithstanding paragraph E above, in cases where NICB and City agree in writing to a joint defense, NICB and City may appoint joint defense counsel to defend the claim, action, or proceeding where the claim or complaint alleges liability arising out of the concurrent acts or omissions of NICB and City. Joint defense counsel shall be selected by mutual agreement of NICB and City. NICB and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph G below.

G. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, NICB and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

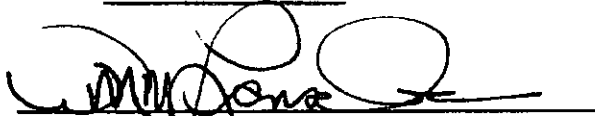
IV. Amendments and Extensions

By written mutual consent of the parties, this Agreement may be renewed for two additional one-year terms. Either party may amend or modify this Agreement by written mutual consent.

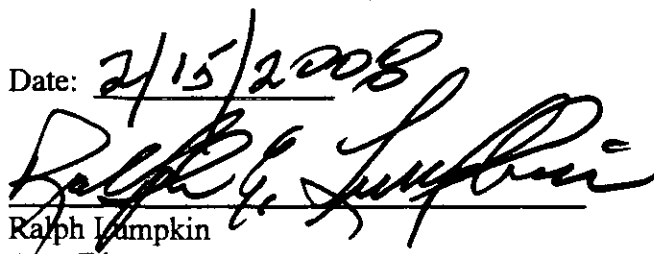
V. Acceptance

This Agreement is authorized and in effect upon signature by representatives of participating agencies as follows:

Date: 3-13-08


William M. Cansdowne
Chief of Police
City of San Diego

Date: 3/13/08

Date: 2/15/2008

Ralph Lumpkin
Area Director – Area 3
National Insurance Crime Bureau

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Jay Goldstone
Chief Operating Officer

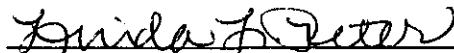
6/9/08

Date

I HEREBY APPROVE the form and legality of the foregoing Agreement on this 17th day of June, 2008.

MICHAEL J. AGUIRRE, City Attorney

By:



Linda L. Peter, Deputy City Attorney